

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

_____)	
WYETH, a Delaware corporation,)	
)	
Plaintiff,)	
)	
vs.)	C.A. No. _____
)	
CORDIS CORPORATION, a Florida)	REDACTED
corporation,)	PUBLIC VERSION
)	
Defendant.)	
_____)	

COMPLAINT

Plaintiff Wyeth brings this breach of contract action against Cordis Corporation ("Cordis") for damages and declaratory and injunctive relief, and alleges as follows:

THE PARTIES

1. Wyeth, formerly known as American Home Products Corporation, is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Madison, New Jersey.

2. Cordis is a corporation organized and existing under the laws of the State of Florida, with its principal place of business in Miami Lakes, Florida.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

4. This Court has personal jurisdiction over Cordis pursuant to 10 Del. C. § 3104(c)(1) because Cordis transacts business in the State of Delaware and because Cordis consented to personal jurisdiction in this forum.

5. Venue is proper in this judicial district under 28 U.S.C. § 1391.

6. An actual controversy exists between the parties within the meaning of 28 U.S.C. § 2201 entitling Wyeth to a declaration of its right to terminate its agreement with Cordis as well as other appropriate relief detailed below.

BACKGROUND FACTS

7. Wyeth and Cordis entered into a License and Supply Agreement

Redacted

8. The CYPHER stent is manufactured, marketed and sold by Cordis. A stent is a metal cylinder that is surgically inserted into a heart patient's artery to keep the artery open after it has been cleared by a balloon angioplasty procedure.

Redacted

Rapamycin increases the effectiveness of the stent by preventing build-up of new tissue around the implanted stent that could re-clog the artery.

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26. Wyeth sent written notice of the above-described breaches to Cordis on April 14, 2006.

27.

Redacted

28.

Redacted

29. Wyeth believes the breaches summarized above are material, and Cordis has not cured them within the requisite period. Cordis has contended that it has not materially breached the License Agreement. Wyeth has a present intention to terminate the License Agreement as a result of Cordis's material breaches.

COUNT I - BREACH OF CONTRACT

Redacted

30. Wyeth realleges paragraphs 1 through 29 above as if fully set forth herein.

31.

Redacted

32.

Redacted

33.

Redacted

34. Cordis's actions constitute material breaches of the License Agreement.

35. Wyeth has suffered significant harm :

Redacted

36. As a result of Cordis's material breaches, Wyeth seeks

Redacted

COUNT II - BREACH OF CONTRACT

Redacted

37. Wyeth realleges paragraphs 1 through 36 above as if fully set forth herein.

38. Cordis has failed to meet its obligations under the License Agreement

Redacted

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Redacted

40.

Redacted

41. Cordis's actions constitute material breaches of the License Agreement.

42. Wyeth has suffered significant harm,

Redacted

43. As a result of Cordis's material breaches, Wyeth seeks

Redacted

PRAYER FOR RELIEF

Wyeth hereby incorporates the foregoing Paragraphs of this Complaint as if fully set forth herein. WHEREFORE, Wyeth prays that the Court:

- a. Declare that Cordis's failures to meet obligations set forth in the License Agreement constitute material breaches of the License Agreement;
- b. Declare Wyeth's right to terminate the License Agreement based on Cordis's material breaches;
- c. Issue an injunction compelling Cordis to

Redacted

Redacted

- d. Issue an injunction compelling Cordis to

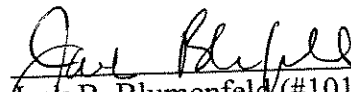
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- e. Declare that Cordis

Redacted

- f. Award Wyeth compensatory damages in an amount to be proven at trial;
g. Retain jurisdiction over this matter for an appropriate period of time to enforce compliance with the relief ordered; and
h. Award Wyeth such other and further relief as the Court deems just and equitable.

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